

# **REQUEST FOR QUALIFICATIONS**

**The City of Killeen**

**RFQ 16-06**

**Food and Beverage Concessionaire Services**



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City of Killeen, Texas  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, Texas 76541

**RFQ SUBMITTAL DEADLINE:**

January 11, 2016  
3:00 p.m.

TO ALL INTERESTED VENDORS:

The City of Killeen, Texas (“City”) is pleased to present a Request for Qualifications (RFQ) to parties interested in submitting qualifications to provide concessionaire services at the Lion’s Club Sports Complex, Killeen Athletic Complex, Family Aquatic Center, and other areas if the City shall choose.

The RFQ will also be published on the following website: [www.killeentexas.gov/purchasing](http://www.killeentexas.gov/purchasing), Onvia DemandStar, and the Electronic State Business Daily. Interested parties are responsible for monitoring the website for information concerning the RFQ and any addenda issued. The City will not accept any RFQ submittals by facsimile or electronic transmission.

All questions or correspondence should be directed to the following email address:

Rosalind Graves-Mills, Senior Purchasing Specialist

Email: [RGraves-Mills@killeentexas.gov](mailto:RGraves-Mills@killeentexas.gov)

In the subject heading of the email, please type “RFQ 16-06 Questions”

The City is issuing this RFQ in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence to perform concessionaire services. The City will review the qualifications received by the stated deadline in order to score and rank the submissions to determine the best fit for the City. The City reserves the right not to issue a contract and to cancel or modify this solicitation at any time the City deems that such measures are in the City’s best interest.

In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this RFQ, or any other related costs. The prospective vendors shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of the City.

All qualifications shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

The City looks forward to reviewing your RFQ submittal and to working with the selected vendor in the successful development of concessionaire operations in the City.

Rosalind Graves-Mills  
Senior Purchasing Specialist

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## **RFQ SUBMITTAL DEADLINE AND DELIVERY LOCATION**

**One original and three copies** of the sealed RFQ submittals must be received and time stamped by **3:00 P.M., Central Time, January 11, 2016.** Sealed RFQ submittals will only be accepted at the following location:

Delivery Address:

City of Killeen  
Purchasing Division  
207A W. Ave D  
Killeen, Texas 76541

It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives at the above location by the specified deadline regardless of the method chosen by the firm for delivery. Faxed or electronically transmitted RFQ submittals will not be accepted in response to this RFQ.

Point of Contact -- The City of Killeen designates the following as its representative and point of contact for this RFQ. Firms and interested parties shall restrict contact with City of Killeen staff and direct questions regarding this RFQ to the following Point of Contact:

City of Killeen  
Purchasing Department  
Attn: Rosalind Graves-Mills  
E-mail: RGraves-Mills@killeentexas.gov  
Phone: 254-501-7723

All questions should be in written format to the above listed email address, and in the subject line of the email list "RFQ 16-06 questions". **The deadline for questions is January 4, 2016 @ 3:00 p.m.**

# SCOPE OF WORK

The City of Killeen, Texas (“City”) is requesting qualifications from qualified concessionaire service vendors to provide services. The concessionaire services will include, but will not necessarily be limited to the Lion’s Club Sports Complex, Killeen Athletic Complex, Family Aquatic Center and other areas if the City shall choose. Operating hours will be determined by various league and swim season schedules.

It is the City’s desire for the contract to start as soon as possible. The commencement date will be determined by the City and the successful proposer. The contract will be for two (2) years with an option to renew for up to three (3) additional one (1) year terms.

Vendors submitting qualifications will be scored on how well they demonstrate their knowledge and define their methodology and approach to the following areas:

- Concession Operations
- Services
- Customer Service
- Maintenance and Upkeep
- Food Handlers’ Permit

Tentative Timeline	Dates
• Advertisement Dates:	12/20/2015 & 12/27/2015
• Deadline for questioning (no later than 3:00pm)	1/4/2016
• RFQ deadline (no later than 3:00pm)	1/11/2016
• Determine most qualified vendor	1/19/2015
• Submit contract to Council for approval to proceed	2/9/2016

# QUALIFICATIONS/CONTENT REQUIREMENTS

The RFQ submittals must include all items listed below to be considered complete. The RFQ submittal shall be placed in a separate sealed envelope, or packaged and identified with the RFQ deadline and RFQ number (as they appear on our cover sheet).

Each vendor shall submit an original and three (3) copies of its RFQ submittal on letter (8½ x 11) sized paper and spiral bound with all pages sequentially numbered and in a sealed package. Please do not submit your qualifications in ringed binders. All criteria sections and subsections need to be separated with clearly marked tabs. Each RFQ submittal should be clearly marked on the cover and shall be as concise as possible.

The RFQ submittal must include the following:

- Completed RFQ letter of interest which shall include(maximum of 6 pages):
  1. Company name, address, telephone number and email address of the Proposer. Clearly indicate the legal corporate name (or other applicable business ownership name), and the “doing business as” name and/or brand name if different.
  2. Full name, title, mailing address, telephone number, fax number, and email address of primary point of contact for the company that will be managing or coordinating the business.
  3. All vendors shall submit a business plan outlining the method of providing service to include number of personnel, food delivery methods, and menu concepts. (hypothetical menus).
  4. Provide proposed time table for occupancy of the facilities after a concession agreement is approved.
  5. Include any requirements for electricity, telephone or other utility connections.
- Executive summary (maximum of 2 pages)
- Key personnel qualifications
- Legal qualifications (Food Handlers’ Permit, etc.)
- Detailed summary of prior concessionaire services with reference information: Vendors shall submit at least three (3) businesses as references.

This could be a written presentation or resume’ clearly setting forth the proposer's qualifications in terms of experience, organization, and similar factors, in concessions at other locations. Proposer shall provide a letter from its references with names, addresses and telephone numbers of management officials or major customers as references that are currently being serviced by the company or have been served by the company within the last twenty-four months.

- Completed Conflict of Interest Form.
- Summary of current or past food- and beverage-related litigation pursued by or brought against your vendor in the previous 5 years.

- Any additional information may be submitted in a separate document marked “Appendix.”
- Insurance coverage: Provide the types and amount of insurance coverage proposed to be maintained. Coverage will be required from an insurance carrier admitted to do business in the State of Texas that has at least an “A” rating with AM Best Company and is expected to be commensurate with the type, value, and risks of the products and/or services to be sold. Minimum coverage as outlined in our terms and conditions.
- Signed acknowledgement of this RFQ, each page must be initialed and submitted with your qualifications. The Terms and Conditions page shall be completely filled out and signed.
- Addenda.

Receipt of all Addenda to this RFQ, if any, must be acknowledged by attaching a signed copy of each Addendum to the RFQ submittal. All Addenda shall become part of the requirements of this RFQ. Failure to acknowledge receipt of an Addendum may result in rejection of the RFQ submittal. All Addenda will be posted at [www.killeentexas.gov/purchasing](http://www.killeentexas.gov/purchasing), Onvia DemandStar, and the Electronic Business Daily.

Your RFQ submittal may not be changed, amended or modified after such time as the City declares that a particular stage or phase of its review of the responses has been completed or closed. The City reserves the right to reject any or all RFQ submittals and to conduct studies and other investigations, as necessary, to evaluate the RFQ submittal and complete interviews with the vendors, as part of the evaluation phase.

## EVALUATION CRITERIA

An evaluation committee ("Committee") will evaluate the submitted qualifications. The Committee will evaluate qualifications from all vendors that successfully submitted their qualifications by the due date and time stated. The committee will determine the most competent and qualified vendor.

During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from submitting vendors or to allow corrections of errors or omissions. At the City's discretion, vendors submitting qualifications may be requested to make oral presentations or one-on-one interviews as part of the evaluation process.

In evaluating the RFQ submittals, the City is particularly interested in vendors demonstrating competent, timely, functional and cost effective methods to deliver concessionaire services. The City expects the RFQ submittal to provide adequate information about the vendor's organizational structure and all designated key personnel who will be involved in any potential project. The vendor must include in its RFQ submittal specific concessionaire- and/or -related detailed summaries and an overall service plan presenting its strategy on delivering the best products and services with sufficient information to evaluate the "most qualified and competent" vendors.

A weighted percentage for each evaluation criteria has been established. The Committee will review the qualifications of the submitting vendors and score each submission to find the best vendor that best fits the City's needs.

RFQ's will be evaluated on a weighted percentage for each evaluation criteria as established below:

1. Demonstrated experience in providing concessionaire services (25 points)
2. Capability to perform all aspects of the concessionaire and/or services either directly or through sub-consultants (15 points)
3. Quality and competence of work on concessionaire and/or services previously undertaken (15 points)
4. Key personnel professional background and experience (10 points)
5. Familiarity with and proximity to the geographic location of the City of Killeen (10 points)
6. Method of approach to the concessionaire services to include but not limited to, program schedule, approaches to providing concessionaire services, methods of determining concessionaire cost estimates and schedules (10 points)
7. Demonstrated understanding of the potential problems inherent with concessionaire services and methods of approach for resolution (5 points)
8. Projected workload that will potentially run concurrent with the concessionaire services that will affect the vendor's ability to adequately staff these projects (5 points)
9. A qualification package completed in accordance with requirements stated in the RFQ (5 points)

The City will select the most qualified vendor to negotiate and enter into a contract relating to concessionaire services. Participation in any interview phase will not provide assurances that any vendor will be awarded any contract. Contracts will be awarded based on negotiations with the most qualified and competent vendor for any given concessionaire services for a fair and reasonable price, and shall be subject to the approval of the City Council. All lease/concession agreements will be executed by the City Manager on behalf of the City.



## **CITY OF KILLEEN, TEXAS RESERVATION OF RIGHTS**

In connection with the RFQ, the City of Killeen reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFQ, in whole or in part at any time before the execution of a contract by the City of Killeen, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this RFQ.
3. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the City will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFQ submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFQ submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts and consultants in RFQ submittal evaluation.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
13. Disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act.

14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFQ submittal, accept and review a non-conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.
16. Disqualify any firm that changes its RFQ submittal without the City's authorization.
17. Exercise any other right reserved or afforded to the City of Killeen under this RFQ. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

CITY OF KILLEEN, TEXAS  
FOOD AND BEVERAGE CONCESSIONIONAIRE SERVICES

GENERAL TERMS AND CONDITIONS

1. Operator Responsibilities

- A. It is recommended that the operator visit the site and make an examination of the spaces and/or equipment necessary to perform the service. The operator shall carefully examine these specifications and secure from the City additional information, if necessary, that may be requisite to a clear and full understanding of the work desired.
- B. The operator shall be responsible for damage to the City's equipment and/or the workplace and its contents, by its work, negligence in work, its personnel and equipment. The operator shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
- C. The operator shall provide all labor and equipment necessary to perform this service. All employees of the operator shall meet the minimum requirements as referenced in federal and state law. All employees of the operator should have a background check within 90 days of the start date of this contract.
- D. All employees shall be well groomed and appropriately dressed at all times when on duty. All employees shall wear a standardized uniform to include a company t-shirt / polo that will identify the operating entity. Employees shall wear denim jeans/shorts or khaki pants/shorts. All shirts worn by employees will be worn tucked inside the pants/shorts. Employees shall not wear headwear that is not in accordance with a standardized uniform that will be worn by all employees.
- E. The City of Killeen, Texas is committed to maintaining an alcohol and drug-free workplace. Possession, use or being under the influence of alcohol or controlled substances by operator's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this service.
- F. An operator who abandons or defaults the work on this contract and causes this service to CEASE FOR ANY PERIOD OF TIME, will not be considered in the re-advertisement of this service and may not be considered in future SERVICE CONTRACTS for the same type of work unless the scope of work is significantly changed.

- G. This contract will be void if sold or assigned to another service company without written approval from the City. Written notification of changes to company name, address, telephone number, etc., should be given to the City as soon as possible but not later than thirty (30) days from date of change. There will be no sub-contracting of services by the operator. The city has the exclusive right to sub-contract for additional food services.
- H. This contract may be cancelled, without penalty, by either party by providing sixty (60) days written notice to the other party. Termination under this paragraph shall not relieve the operator of any obligation or liability that has occurred prior to cancellation. Upon receipt of the written notice of cancellation of this contract, the operator will need to fully vacate all facilities covered under this contract, to include all equipment and product, within 60 days.
- I. The operator agrees to indemnify and save harmless the City of Killeen, Texas, its agents and employees from all suits, action or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the contract by the operator and from any claims or amounts arising or recovered under the "Workers' Compensation Laws," Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Operator shall further so indemnify and be responsible for all damages or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect or misconduct of the operator, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. Operator shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to the City.
- J. To be entitled for consideration, the operator shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill all the services required under this contract. Operator shall obtain any licenses/permits required for the performance of this service. All employees of the concession stand shall have their food handler's license.
- K. ALL QUALIFICATIONS received by a company whose services have been documented as unsatisfactory and/or whose services have documented problems pending resolution with the City may not be considered.
- L. The City shall have the right to audit the operator's books and records pertaining to this service during the hours of the normal workday. The operator shall provide the City with monthly reports of gross sales for all concessions operations.

- M. This contract shall be governed by the laws of the State of Texas and the venue shall be in Bell County.
- N. The operator shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the operator shall furnish the City with satisfactory proof of its compliance therewith.
- O. The contract commencement date will be determined by the City and the successful proposer. It is the City's desire for the contract to start as soon as possible. This contract shall remain in effect for two (2) years. The service may be renewed for up to three (3) additional one (1) year terms. The City has the option of reviewing all fixed rental rates to determine any new rates prior to any term renewal. Such renewal shall be at the rate(s), terms and conditions agreed to in writing by both parties at least ninety (90) days prior to the expiration date.
- P. This service shall be done in accordance with the specifications. The City will decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance, the interpretation of the specifications and the acceptable fulfillment of the service on the part of the operator.

## 2.0 Operator Duties

Operator agrees to perform according to duties and responsibilities contained in this specification, including, but not limited to the following:

- A. The operator agrees to operate four (4) city owned concession stands at Lions Club Park, and one (1) city owned concession stand at the Killeen Athletic Complex. Food and drink items sold at the concession will include, but not limited to bottled water, sports drinks, carbonated beverages, popcorn, nachos, hot dogs and prepackaged potato chips. The operator agrees not to sell the merchandise in glass containers or in such other containers that may pose a risk or hazard to the safety of the customers, participants or spectators at the facility.
- B. Operator agrees to provide all equipment, supplies, and qualified personnel necessary for the operation of said concession stand during all regularly scheduled events / activities. Equipment may include grills, vent hoods and suppression systems, ice machines and

refrigeration equipment, sinks and other equipment necessary to provide complete operation of said concession stands.

- C. The city is not responsible for the loss of product due to electrical outages or equipment failure.
- D. Operator is responsible for the maintenance of said concession. Furthermore, operator agrees to undertake any and all repairs necessary for the safe and continued operation of said concession stands. The operator shall not make any structural alternatives, repairs, or improvements to the premises, without written permission from the Executive Director of Community Services.
- E. Operator agrees to be responsible for any equipment, inventory or other personal property left in the concession area.
- F. Trash – Concession operator shall be responsible for all trash within 25 feet of the concession facility and such trash/debris must be removed on a daily basis by the concession operator. Trash is to be placed in trash bags and placed in the site dumpsters on a daily basis. No trash is to be left over night in the concession facility or in bags sitting outside the facility.
- G. Delivery trucks/vehicles – No delivery trucks/vehicles will be permitted within the complex after 4:00 p.m. Monday – Friday for league game days and not after 6:00 a.m. on weekend game days. For special events held Thursday – Sunday, no delivery truck/vehicles will be permitted in the complex after 6:00 a.m.
- H. Operator agrees and understands to operate the concession stands during all scheduled events during the term of the agreement. It is also understood that some events may be postponed or canceled due to weather or other unforeseen circumstances; and some events may last longer than scheduled. The operator agrees to have the concession stand facility open 30 minutes prior to the first scheduled event of the day. The operator agrees to keep the concession stand facility open to the public until the conclusion of the last event of the day.
- I. The estimated annual amount of activities to be scheduled at Lion's Club Sports Complexes and Aquatic Facility, and Killeen Athletic Complex is as follows:
  - 1. Lions Club Sports Complex – Youth Soccer (February – March and May - July) games will be played on 5 multipurpose fields. Games will be scheduled on 2-4

weekdays (5:30 p.m. – 8:30 p.m.) and Saturdays (8:00 a.m. – 2:00 p.m.). The league is comprised of roughly 600 participants.

2. Lions Club Sports Complex and Killeen Athletic Complex – Youth baseball/softball (April - July) games will be played on 10 fields. Eight fields at Lions Club Sports Complex and 2 fields and Killeen Athletic Complex. Games will be scheduled 4-6 days a week, excluding Sunday. Weekday games will be played during the hours of 5:30 p.m. – 10:00 p.m. Saturday games will be 8:30 a.m. to 3:00 p.m. The league is comprised of roughly 1750 participants / 125 teams.
  3. Lions Club Sports Complex – Youth Flag Football (October 1 – December 1) – games will be played on 5 multi-purpose fields. Games will be scheduled on 2-3 weekdays (5:00 p.m. – 9:00 p.m.) and Saturdays (8:00 a.m. to 3:00 p.m.). The league is comprised of roughly 285 participants / 24 teams.
  4. Killeen Athletic Complex – Adult Softball League (mid February – Mid November) games will be played Monday through Thursday (6:00 p.m. – 10:00 p.m.) This play will be broken down into two leagues; either Spring, Summer or Fall. Leagues are comprised of roughly 45 teams per league.
  5. Killeen Athletic Complex / Lions Club Park – Tournaments (March - October) during these months the potential exists that the city will be hosting various state and national tournaments. The service provider can expect 2-4 tournaments to be conducted during this time period. These events will take place Thursday - Monday. However, in most cases, these events will be Friday through Sunday.
  6. Family Aquatic Center – Normal hours of operation (mid May – mid September, Monday – Friday 11:00 a.m. – 6:30 p.m., Saturday 10:00 a.m.- 6:30 p.m., Sunday 1:00 p.m. – 6:30 p.m.). Special events (mid May – mid September, Friday and Saturday (7:00 p.m. – 11:00 p.m.)).
- J. The operator understands that inclement weather may force the rescheduling of activities to alternate date and times.
- K. The operator understands that proposed dates of activities are an estimate and may be altered.

- L. The operator understands that the aforementioned playing / activity dates and number of participants / attendees are based on previous year's totals and may be significantly higher or lower.
- M. Operator agrees and understands that the City may schedule games or tournaments for nonprofit groups. Said groups may make an arrangement with the operator to receive a percentage of sales for use in defraying operating costs of said tournaments.
- N. The City of Killeen will have the exclusive right to contract with various vendors to set up and provide additional food services in addition to what the designated service provider is providing. This will be reviewed with the concession operator prior to contracts being executed.
- O. The service provider shall not provide concession services outside of the actual concession stand structure without written consent from the Executive Director of Community Services.
- P. Operator will place a personal lock on the concession stand and provide a minimum of two (2) keys to the Executive Director of Community Services. The City retains the privilege of access to the structures for routine maintenance, inspection and emergencies.
- Q. A pre- and post-inspection of the facilities shall be performed by the operator and a Parks and Recreation Department supervisor. All building discrepancies and deficiencies shall be recorded during this inspection. Parks and Recreation Department personnel will conduct a monthly inspection of the concession stand facilities on or about the 15th of each month.
- R. Interruption of service clause – The Executive Director of Community Services may at any time for just cause order the entire concession or any portion of the concession closed down. Just cause shall include, but not be limited to the protection of the public; conflict with approved Killeen Parks and Recreation sponsored or co-sponsored special events. Written notice of such mandatory closing shall be provided by the Executive Director of Community Services to the service provider 72 hours prior to the effective mandatory period of cease in services.
- S. Operator agrees to secure any necessary permits or consents required by virtue of its activities, and that all service and preparation areas shall conform with relevant standards established by the Texas Department of Health, the Bell County Health Department and the City of Killeen.



- T. Operator agrees that alcoholic beverages shall not be sold in or upon the concession stands of public park and recreation areas.
- U. The City agrees to pay all utilities.
- V. All concession signage will be professionally prepared and provided by the operator. All signage shall be approved by the City. No hand written signs or banners will be hung from the concession facility or displayed in the complex.
- W. Prior to contract execution, the successful offerer shall submit a list of proposed items to be sold, and the prices for each, to the City for approval. In addition, the operator shall provide a menu for review and approval prior to each league commencing. This menu shall be submitted to the Executive Director of Community Services 30 days in advance of the league starting.
- X. Price of product after initial price scale is approved by the city shall not increase by more than 10% in the first two years combined. No price increases can be made in the first year after the initial contract is implemented. However, if there is a significant increase in product price, the service provider may appeal to the Executive Director of Community Services for a price increase.

### 3.0 Compensation

Operator will pay a flat rate to the city for each month of operation as listed in the contract. Monthly payments will be due on the 15th of each month.

Financial records for all purchases, sales, and revenue shall be maintained by the operator and shall be subject to examination and audit by City officials at any time. The City will give reasonable notice prior to inspection of said records.

Operator agrees to pay a fixed monthly rate to the City, in accordance with Section 3.0, as follows:

Fixed monthly rates:

Monthly Rental Rates for Parks and Recreation Concession Facilities

January	\$0	July	\$5,550
February	\$500	August	\$5,550
March	\$1,000	September	\$2,300
April	\$1,000	October	\$500
May	\$2,300	November	\$500
June	\$5,550	December	\$0

#### 4.0 Relationship of Parties

The parties intend that the operator, in performing services specified in this agreement, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Operator shall be free to contract for similar services to be performed for other employers while he is under contract with the City. Operator is not considered an agent or employee of the City, and is not entitled to participate in any benefits that the City provides for its employees.

Estimated number of days until start of service after award of contract: \_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT: \_\_\_\_\_ PHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FAX: \_\_\_\_\_

Qualification documents must be complete when received by the Purchasing Office. Name, address and telephone number must be provided.

#### GENERAL TERMS AND CONDITIONS CITY OF KILLEEN

##### 1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure

to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the Bidder.

- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

## 2. Preparation of Bid

Bids will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The Bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the Texas Limited Sales, Excise and Use Tax Act found in Chapter 151, section 155 and 309 of the Texas Tax Code. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates shall comply with Act 2001, 77th Leg., chpt. 1263, Sec. 15, eff. Oct. 1, 2001. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts. Failure by the Bidder or the Bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make the Bidder responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

## 3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

## 4. Submission of Bid

By submitting a Bid, Bidder acknowledges that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid, that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration or mediation
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
- (a) If Bids are mailed, Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. However, Bids may be modified only by written notice, provided such notice is received prior to the time and date set for the Bid opening.
- (c) All e-bid documents will be electronically sealed, verifiable via time stamp, and submitted no later than the specified date and hour of the Bid opening to <https://killeentx.ionwave.net/login.aspx>. Please log in and the page will open to the 'Available Bids'. Click the bid number to View the bid request from the 'My Invitations' or 'Other Bid Opportunities' Section. If you choose to mail your bid packet, ensure it is addressed to:

Delivery Address:  
City of Killeen  
Attn: Purchasing Div.  
207 A. West Ave. D  
Killeen, TX 76541

## 5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder misstates or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

## 6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid is in doubt as to the true meaning of the specifications or other Bid documents, or any part thereof, he/she may submit to Purchasing a request for clarification before the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known Bidders who have expressed an interest in this Bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Award of the Contract

- (a) The contract will be awarded to the lowest responsible Bidder or, if applicable, the responsible Bidder who provides goods or services at the best value to the City. Bids for the municipality may be based on, but not limited to, the following factors:

- \* Unit price
- \* Total Bid price
- \* Terms and discounts
- \* Delivery date
- \* Product warranty
- \* Special needs and requirements of City
- \* Past experience with product/service
- \* City's evaluation of the Bidder's ability, financial, strength, and ethical standards
- \* Quality of the Bidder's goods or services
- \* The extent to which the goods or services meet the municipality's needs
- \* Bidder's past performance
- \* Demurrage charges, freight costs and mileage
- \* Estimated costs of supplies, maintenance, etc.
- \* Estimated surplus value, life expectancy
- \* Results of testing samples
- \* Conformity to specifications

\* Training requirements, location, etc.

\* Location of maintenance facility/service person; ability to provide for minimum down time

\* The total long-term cost to the municipality to acquire the Bidder's goods or services

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will need to be followed up by a contract/service agreement initiated by the awarded Bidder. The contract/service agreement must be included in the RFQ submission. The contract will then be reviewed by the City of Killeen for acceptance. Once the contract is signed by both parties, the procurement may take place according to timeline given within the Bid packet.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more Bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more Bids from a Bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a Bidder who is not a resident of the local government, the local government may enter into a contract with: (1) the lowest Bidder; or (2) the Bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local Bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a Bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a Bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest Bidder; or (2) the Bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local Bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

## 10. Bid Protest

Any Bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in writing to the Purchasing Division within five (5) business days after the specified time of the Bid opening. The formal written protest must identify the name of the Bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within ten (10) business days of receipt of the protest. All determinations made by the City are final.

#### 11. Termination for Governmental Non-Appropriations

The procurement discussed within this Bid packet is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary funds to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

#### 12. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All Bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offerer as it deems to be in the best interest of the City.

### 13. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements, the Bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, disability, political belief or affiliation.

### 14. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council, a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:  
[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

### 15. Governing Law and Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in the courts with jurisdiction in Bell County, Texas.

### 16. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and Bidder shall prevail.

### 17. Insurance



All Bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The Bidder shall take out and maintain during the life of the Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under the contract, whether such operations be by the Bidder or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$500,000
- (2) Annual Aggregate - \$1,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$500,000
- (2) Annual Aggregate - \$1,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

18. Acknowledgement

The Bidder, by his/her signature, represents that he/she has read the “Terms and Conditions”, and will comply with these terms and conditions.

\_\_\_\_\_  
Printed Name / Signature

# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

## **What vendors/persons are subject to Chapter 176?**

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
  - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

## **What triggers the requirement to file a “conflict of interest questionnaire”?**

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

## **To what type of contracts does the bill apply?**

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

## **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

## **What has to be revealed?**

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

## **How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

## REFERENCES

List three public administration references for whom you have provided similar services:

### Reference #1

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Type of Business \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone and Fax #'s \_\_\_\_\_

### Reference #2

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Type of Business \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone and Fax #'s \_\_\_\_\_

### Reference #3

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Type of Business \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone and Fax #'s \_\_\_\_\_

## **Texas Public Information Act**

### **Steps To Assert Information Confidential or Proprietary**

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

- ☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
  
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_  
and any information contained on page numbers not listed above may be immediately released to the public if required under the Texas Public Information Act.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## Additional Information

**I learned of this request for qualifications by the following means:**

- ☐ Personal Trip to Purchasing Division
 ☐ Electronic State Business Daily Website  
☐ Killeen Daily Herald Newspaper Advertisement
 ☐ City of Killeen Email Notification  
☐ City of Killeen Website
 ☐ Phone Call to City of Killeen Purchasing Division  
☐ Onvia DemandStar Website
 ☐ Other (please list)

**If you are on the City of Killeen vendor's list and are not participating in this RFQ please indicate below as to the reason why:**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

## Checklist

- ☐ Attach your required proposal information as stated within this RFQ  
☐ Conflict of Interest Questionnaire Form CIQ filled out  
☐ List references  
☐ Copyrighted material noted  
☐ Additional Information  
☐ Attach addendum(s), if any  
☐ Any brochures, catalogs, or additional information you wish to provide  
☐ One original copy of your entire proposal with three copies.  
 Submit to:

City of Killeen  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, Texas 76541

## City of Killeen Holiday Schedule 2016

Holidays:  
January 1  
January 18  
February 15  
March 25  
May 30  
July 2  
September 5  
October 11  
November 10  
November 24  
November 25  
December 23  
December 26  
December 31



## EVALUATION CRITERIA

Name of Vendor: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Primary Point of Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Item	Criteria	Value	Score
1	Demonstrated experience in providing concessionaire services/ compensation to the City of Killeen	25	
2	Capability to perform all aspects of the concessionaire and/or services either directly or through sub-consultants	15	
3	Quality and competence of work on concessionaire and/or services previously undertaken	15	
4	Key personnel professional background and experience	10	
5	Familiarity with and proximity to the geographic location of the City of Killeen	10	
6	Method of approach to the concessionaire services to include but not limited to, program schedule, approaches to providing concessionaire services, methods of determining concessionaire cost estimates and schedules	10	
7	Demonstrated understanding of the potential problems inherent with concessionaire services and methods of approach for resolution	5	
8	Projected workload that will potentially run concurrent with the concessionaire services that will affect the vendor's ability to adequately staff these projects	5	
9	A qualification package completed in accordance with requirements stated in the RFQ	5	

TOTAL SCORE \_\_\_\_\_

Rate each criteria item between 1 and the maximum value indicated for the item based upon how strong this proposer is for that item or how well it ranks against other similar type business proposers for the particular item. The total of all item scores for each vendor will be used to determine the overall rank order of the vendor by each member of the selection committee. The sum of the rank order of vendors by each committee member will be used to determine the vendor(s) that may be selected for contract negotiations for the business opportunities offered by this RFQ.

Individual making evaluation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_